

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

In re:	)	
	)	
ROBERTSHAW US HOLDING CORP., <i>et al.</i> ,	)	Chapter 11
	)	
Debtors. <sup>1</sup>	)	Case No. 24-90052 (CML)
	)	
	)	(Jointly Administered)
	)	
ROBERTSHAW US HOLDING CORP. <i>et al.</i> ,	)	
	)	
Plaintiffs,	)	
v.	)	Adv. Pro. No. 24-03025 (CML)
	)	
THE GUARDIAN LIFE INSURANCE	)	
COMPANY OF AMERICA; <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	
THE GUARDIAN LIFE INSURANCE	)	
COMPANY OF AMERICA, <i>et al.</i> ,	)	
	)	
Counterclaim Plaintiffs,	)	
v.	)	
ROBERTSHAW US HOLDING CORP., <i>et al.</i> ,	)	
	)	
Counterclaim Defendants.	)	
	)	
THE GUARDIAN LIFE INSURANCE	)	
COMPANY OF AMERICA, <i>et al.</i> ,	)	
	)	
Third-Party Plaintiffs,	)	
v.	)	
	)	
Invesco Senior Secured Management Inc.; Alinea	)	
CLO, Ltd; Annisa CLO, Ltd.; Betony CLO 2, Ltd.;	)	
Carbone CLO, Ltd.; Diversified Credit Portfolio	)	

<sup>1</sup> The debtors in these cases, along with the last four digits of each debtor's federal tax identification number, are as follows: Range Parent, Inc. (7956); Robertshaw US Holding Corp. (1898); Robertshaw Controls Company (9531); Burner Systems International, Inc. (8603); Robertshaw Mexican Holdings LLC (9531); Controles Temex Holdings LLC (9531); Universal Tubular Systems, LLC (8603); and Robertshaw Europe Holdings LLC (8843). The primary mailing address used for each of the foregoing debtors is 1222 Hamilton Parkway, Itasca, Illinois 60143.

Ltd.; Invesco Credit Partners Master Fund II, LP; )  
 Invesco Credit Partners Opportunities Fund 2020, )  
 L.P.; Invesco Dynamic Credit Opportunity Fund; )  
 Invesco Floating Rate ESG Fund; Invesco Floating )  
 Rate Income Fund; Invesco Master Loan Fund; )  
 Invesco Private Credit Opportunities Holdco, )  
 LLC; Invesco Senior Floating Rate Fund; Invesco )  
 Senior Income Trust; Invesco Senior Loan Fund; )  
 Invesco SSL Fund LLC; Invesco Teton Fund LLC; )  
 Invesco Zodiac Funds – Invesco European Senior )  
 Loan ESG Fund; Invesco Zodiac Funds – Invesco )  
 European Senior Loan Fund; Invesco Zodiac )  
 Funds – Invesco US Senior ESG Fund; Invesco )  
 Zodiac Funds - Invesco US Senior Loan Fund; )  
 Kapitalforeningen Investin Pro, US Leveraged )  
 Loans I; Milos CLO, Ltd.; Milton Hershey School )  
 Trust; Recette CLO, Ltd.; Riserva CLO Ltd.; )  
 Sentry Insurance a Mutual Company; Upland )  
 CLO, Ltd; Verde CLO, Ltd.; Brighthouse Trust I – )  
 Brighthouse/Eaton Vance Floating Rate Portfolio; )  
 Calvert Management Series – Calvert Floating- )  
 Rate Advantage Fund; Eaton Vance CLO 2013-1 )  
 LTD.; Eaton Vance CLO 2014-1R, Ltd.; Eaton )  
 Vance CLO 2015-1 Ltd.; Eaton Vance CLO 2018- )  
 1, Ltd.; Eaton Vance CLO 2019-1, Ltd.; Eaton )  
 Vance Floating Rate Portfolio; Eaton Vance )  
 Floating-Rate Income Trust; Eaton Vance )  
 Institutional Senior Loan Fund; Eaton Vance )  
 Institutional Senior Loan Plus Fund; Eaton Vance )  
 International (Cayman Islands) Floating-Rate )  
 Income Portfolio; Eaton Vance Limited Duration )  
 Income Fund; Eaton Vance Loan Holding II )  
 Limited; Eaton Vance Loan Holding Limited; )  
 Eaton Vance Multi-Asset Credit Fund; Eaton )  
 Vance Multi-Asset Credit Fund II LLC; Eaton )  
 Vance Senior Floating-Rate Trust; Eaton Vance )  
 Short Duration Diversified Income Fund; Eaton )  
 Vance Trust Company Multi-Asset Credit Fund II; )  
 Eaton Vance VT Floating-Rate Income Fund; )  
 General Organization for Social Insurance; Senior )  
 Debt Portfolio; Aon Collective Investment Trust - )  
 Multi Asset Credit Fund; Australia Retirement )  
 Trust; AVAW Loans Sankaty z.H. Internationale )  
 Kapitalanlagegesellschaft mbH; Bain Capital )  
 Credit CLO 2017-2, Limited; Bain Capital Credit )  
 CLO 2018-1, Limited; Bain Capital Credit CLO )

---

2018-2, Limited; Bain Capital Credit CLO 2019-1, )  
 Limited; Bain Capital Credit CLO 2019-2, )  
 Limited; Bain Capital Credit CLO 2019-3, )  
 Limited; Bain Capital Credit CLO 2019-4, )  
 Limited; Bain Capital Credit CLO 2020-1, )  
 Limited; Bain Capital Credit CLO 2020-2, )  
 Limited; Bain Capital Credit CLO 2020-3, )  
 Limited; Bain Capital Credit CLO 2020-4, )  
 Limited; Bain Capital Credit CLO 2021-1, )  
 Limited; Bain Capital Credit CLO 2021-2, )  
 Limited; Bain Capital Credit CLO 2021-3, )  
 Limited; Bain Capital Credit CLO 2021-4, )  
 Limited; Bain Capital Credit CLO 2021-5, )  
 Limited; Bain Capital Credit CLO 2021-6, )  
 Limited; Bain Capital Credit CLO 2021-7, )  
 Limited; Bain Capital Credit CLO 2022-1, )  
 Limited; Bain Capital Credit CLO 2022-2, )  
 Limited; Bain Capital Credit CLO 2022-3, )  
 Limited; Bain Capital Credit Dislocation Fund (B) )  
 L.P.; Bain Capital Credit Managed Account )  
 (Blanco), L.P.; Bain Capital Credit Managed )  
 Account (FSS), L.P.; Bain Capital Credit Managed )  
 Account (PSERS), L.P.; Bain Capital I ICAV sub )  
 fund Global Loan Fund; Bain Capital Senior Loan )  
 Fund (SRI), L.P.; Bain Capital Senior Loan Fund, )  
 L.P.; Bain Capital Total Return Credit, L.P.; Bain )  
 Capital High Income Partnership L.P.; Baloise )  
 Senior Secured Loan Fund II; Blue Cross of )  
 California; CMAC Fund 1, L.P.; CommonSpirit )  
 Health Operating Investment Pool; Community )  
 Insurance Company; Floating Rate Income Fund, a )  
 series of John Hancock Funds II; Future Fund )  
 Board of Guardians; Future Fund Board of )  
 Guardians for and on behalf of Medical Research )  
 Future Fund; Government Employees )  
 Superannuation Board; Los Angeles County )  
 Employees Retirement Association; Race Point IX )  
 CLO, Limited; Race Point VIII CLO, Limited; )  
 Race Point X CLO; Retail Employees )  
 Superannuation Trust; San Francisco City and )  
 County Employees' Retirement System; Canyon )  
 Balanced Master Fund, LTD.; Canyon Distressed )  
 Opportunity Master Fund III, L.P.; Canyon )  
 Distressed TX (A) LLC; Canyon Distressed TX )  
 (B) LLC; Canyon IC Credit Master Fund L.P.; )  
Canyon NZ-DOF Investing, L.P.; Canyon Value )

Realization Fund, L.P.; Canyon-EDOF )  
(MASTER) L.P.; EP Canyon LTD.; The Canyon )  
Value Realization Master Fund, L.P.; and One )  
Rock Capital Partners, LLC, )  
) )  
Third-Party Defendants. )  
\_\_\_\_\_ )

### **JOINT STIPULATION**

Subject to the approval of the Court, this stipulation (“Stipulation”) is entered by and among: (1) Robertshaw US Holding Corp. and Range Parent, Inc. (collectively, “Robertshaw”); (2) One Rock Capital Partners, LLC; (3) Bain Capital Credit, LP, Canyon Capital Advisors LLC, and Eaton Vance Management and their Named Managed Funds<sup>2</sup> (collectively, the “Plaintiff Lenders”); (4) third-party defendant Invesco Senior Secured Management, Inc. and its named managed funds (collectively, “Invesco”);<sup>3</sup> and (5) The Guardian Life Insurance Company of America, Park Avenue Institutional Advisers CLO Ltd. 2016-1, Park Avenue Institutional Advisers CLO Ltd. 2017-1, Park Avenue Institutional Advisers CLO Ltd. 2018-1, Park Avenue Institutional Advisers CLO Ltd. 2019-1; Park Avenue Institutional Advisers CLO Ltd. 2019-2; Marathon CLO V Ltd.; Marathon CLO VI Ltd.; Marathon CLO IX Ltd.; Portman Ridge Finance Corp.; Regatta VII Funding Ltd.; Regatta VIII Funding Ltd.; Regatta IX Funding Ltd.; Regatta X Funding Ltd.; Regatta XI Funding Ltd.; Regatta XII Funding Ltd.; Regatta XIII Funding Ltd.;

---

<sup>2</sup> The “Named Managed Funds” are those funds associated with Plaintiff Lenders named in the February 29, 2024 Answer and Counterclaims (ECF. No. 21).

<sup>3</sup> Invesco Floating Rate Income Fund, Alinea CLO, Ltd., Recette CLO, Ltd., Invesco SSL Fund LLC, Upland CLO, Ltd., Annisa CLO, Ltd., Betony CLO 2, Ltd., Carbone CLO, Ltd., Milos CLO, Ltd., Riserva CLO Ltd., Verde CLO, Ltd., Diversified Credit Portfolio Ltd., Invesco Credit Partners Master Fund II, LP, Invesco Credit Partners Opportunities Fund 2020, L.P., Kapitalforeningen Investin Pro, US Levered Loans I, Milton Hershey School Trust, Invesco Zodiac Funds - Invesco US Senior Loan ESG Fund, Invesco Zodiac Funds - Invesco European Senior Loan ESG Fund, Invesco Zodiac Funds - Invesco European Senior Loan Fund, Invesco Zodiac Funds - Invesco US Senior Loan Fund, Invesco Dynamic Credit Opportunity Fund, Invesco Floating Rate ESG Fund, Invesco Master Loan Fund, Invesco Senior Floating Rate Fund, Invesco Senior Income Trust, Invesco Senior Loan Fund, Sentry Insurance Company, Invesco Private Credit Opportunities Holdco, LLC, and Invesco Teton Fund LLC.

Regatta XIV Funding Ltd.; Regatta XV Funding Ltd.; Regatta XVI Funding Ltd.; Regatta XVII Funding Ltd.; Regatta XVIII Funding Ltd.; Regatta XX Funding Ltd.; Regatta XXI Funding Ltd.; Regatta XXII Funding Ltd.; Regatta XXIII Funding Ltd.; Regatta XXIV Funding Ltd.; Z Capital Credit Partners CLO 2018-1 Ltd.; and Z Capital Credit Partners 2019-1 Ltd. (collectively, the “Defendants”). Robertshaw, One Rock, and the Plaintiff Lenders are collectively referenced herein as the “Plaintiffs.” The Plaintiffs, Invesco, and the Defendants are collectively referenced herein as the “Parties.”

WHEREAS, the Plaintiffs and Defendants in this case have reached an agreement in principle to resolve this matter (the “Settlement”), reflected and approved pursuant to the DIP Financing Order and the term sheet attached thereto as Exhibit A (*see* ECF No. 357);

WHEREAS, the Plaintiffs and Defendants are still negotiating certain definitive documents associated with the Settlement;

WHEREAS, the Parties submitted competing proposed scheduling orders (*see* ECF Nos. 24-1, 25, 36);

WHEREAS, the Court has not yet entered any scheduling order in the above-captioned adversary proceeding;

NOW, THEREFORE, the Parties, by and through their respective undersigned counsel, hereby stipulate and agree as follows:

1. The Parties agree to stay all deadlines, whether proposed or pursuant to any rule, in the above-captioned adversary proceeding, pending the effectiveness of the Settlement, including, without limitation, the releases contained therein.

2. The Parties agree that if the Plaintiffs and Defendants do not come to agreement on the definitive documents associated with the Settlement, the Parties will meet and confer on a

schedule for subsequent pretrial and trial proceedings in the above-captioned adversary proceeding, and will propose any such schedule to the Court—jointly if a schedule is agreed, separately if not.

3. This Stipulation will be binding and effective upon execution by the Parties hereto. This Stipulation may not be amended or modified without the written consent of all Parties. This Stipulation may be executed in counterparts by facsimile or other electronic transmission, each of which will be deemed an original, and all of which when taken together will constitute a document.

4. Except as expressly set forth in paragraphs 1, 2, and 3 above, nothing herein shall (or shall be deemed to) modify any rights, claims, defenses, offsets, or causes of action any Parties may have in the above-captioned adversary proceeding or chapter 11 proceedings, all of which shall be tolled for the duration of this stay.

It is so **ORDERED**.

Dated: April, 2024

---

UNITED STATES BANKRUPTCY JUDGE

Dated: April 4, 2024

Respectfully submitted,

By: /s/ C. Lee Wilson

Scott Greenberg (*admitted pro hac vice*)  
C. Lee Wilson (*admitted pro hac vice*)  
Jason Goldstein (*admitted pro hac vice*)  
Amanda Aycock (*pro hac vice pending*)  
Alexandra Perloff-Giles  
Trevor Gopnik (*pro hac vice pending*)  
**GIBSON, DUNN & CRUTCHER LLP**  
200 Park Avenue  
New York, NY 10166-0193  
sgreenberg@gibsondunn.com  
clwilson@gibsondunn.com  
jgoldstein@gibsondunn.com  
aaycock@gibsondunn.com  
aperloff-giles@gibsondunn.com  
tgopnik@gibsondunn.com

AND

**MUNSCH KOPF & HARR, P.C.**

John D. Cornwell  
Brenda L. Funk  
700 Milam Street, Suite 800  
Houston, TX 77002  
Telephone: 713.222.1470  
jcornwell@munsch.com  
bfunk@munsch.com

*Attorneys for Plaintiff Lenders*

By: /s/ Ryan Jones

George A. Davis (*admitted pro hac vice*)  
George Klidonas (*admitted pro hac vice*)  
Ryan Jones (*admitted pro hac vice*)  
Adam S. Ravin (*admitted pro hac vice*)  
Yelizaveta ("Liza") Burton (*pro hac vice pending*)  
**LATHAM & WATKINS LLP**  
1271 Avenue of the Americas  
New York, NY 10020  
george.davis@lw.com  
george.klidonas@lw.com  
adam.ravin@lw.com  
liza.burton@lw.com

AND

**HUNTON ANDREWS KURTH LLP**

Timothy A. ("Tad") Davidson II  
Ashley L. Harper  
Philip M. Guffy  
600 Travis Street, Suite 4200  
Houston, TX 77002  
Telephone: 713.222.1470  
taddavidson@HuntonAK.com  
ashleyharper@HuntonAK.com  
pguffy@HuntonAK.com

*Attorneys for Debtors and Debtors in Possession*

By: /s/ Reid Skibell

Andrew K. Glenn (admitted *pro hac vice*)  
Kurt A. Mayr (admitted *pro hac vice*)  
Reid Skibell (*pro hac vice* pending)  
Shai Schmidt (admitted *pro hac vice*)  
Agustina G. Berro (admitted *pro hac vice*)  
**GLENN AGRE BERGMAN &  
FUENTES LLP**  
1185 Avenue of the Americas New York,  
New York 10036  
Telephone: (212) 970-1601  
aglenn@glennagre.com  
kmayr@glennagre.com  
rskibell@glennagre.com  
sschmidt@glennagre.com  
aberro@glennagre.com

AND

**HOLLAND & KNIGHT, LLP**

Mark C. Taylor  
Texas Bar No. 19713225  
Morris D. Weiss  
Texas Bar No. 21110850  
William R. "Trip" Nix  
Texas Bar No. 24092902  
100 Congress Ave., Suite 1800  
Austin, Texas 78701  
Telephone: (512) 685-6400  
Facsimile: (512) 685-6417

*Attorneys for Invesco*

By: /s/ Steve W. Perlstein

Sean T. Wilson (Texas Bar No. 24077962)  
**KELLEY DRYE & WARREN LLP**  
515 Post Oak Blvd, Suite 900  
Houston, Texas 77027  
Telephone: (713) 355-5000  
Facsimile: (713) 355-5001  
Email: swilson@kelleydrye.com

AND

**KOBRE & KIM LLP**

Danielle L. Rose (admitted *pro hac vice*)  
Steve W. Perlstein (admitted *pro hac vice*)  
Rachel K. Warren (admitted *pro hac vice*)  
Michael Cinnamon (admitted *pro hac vice*)  
800 Third Avenue  
New York, New York 10022  
Tel: (212) 488-1200  
Fax: (212) 488-1220  
danielle.rose@kobrekim.com  
steven.perlstein@kobrekim.com  
rachel.warren@kobrekim.com  
michael.cinnamon@kobrekim.com

*Attorneys for One Rock Capital Partners, LLC*



By: /s/ Maria Ginzburg

---

Jason S. Brookner

Aaron Kaufman

**GRAY REED**

1300 Post Oak Blvd, Suite 2000

Houston, Texas 77056

Telephone: (713) 986-7000

Facsimile: (713) 986-7100

jbrookner@grayreed.com

akaufman@grayreed.com

AND

**SELENDY GAY PLLC**

Jennifer M. Selendy

Maria Ginzburg

Samuel J. Kwak

1290 Avenue of the Americas

New York, NY 10104

Telephone: (212) 390-9000 Facsimile:

(212) 390-9399

jselendy@selendygay.com

mginzburg@selendygay.com

skwak@selendygay.com

*Attorneys for Defendants*

**CERTIFICATE OF SERVICE**

I certify that on April 4, 2024, I caused a copy of the forgoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Southern District of Texas.

By: /s/ John D. Cornwell

John D. Cornwell